



BellSouth Telecommunications, Inc.
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Nashville, Tennessee 37201-3300

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REC'D TN

REGULATORY AUTH.

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May 6, 1999

OFFICE OF THE
EXECUTIVE SECRETARY

Guy M. Hicks
General Counsel

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: Approval of the Amendment to Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and TeleCorp Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.
Docket No. 99-00127

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, TeleCorp Communications, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated November 24, 1998.

Sincerely yours,

TELECORP COMMUNICATIONS, INC.

BELLSOUTH TELECOMMUNICATIONS, INC.

BY: _____
Thomas H. Sullivan
1010 N. Glebe Road, Suite 800
Arlington, VA 22201
803-236-1100

BY: _____
Guy M. Hicks
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300
Attorney for BellSouth



BellSouth Telecommunications, Inc.
Suite 2101
333 Commerce Street
Nashville, Tennessee 37201-3300

615 214-6301
Fax 615 214-7406

Guy M. Hicks
General Counsel

May 6, 1999

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

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Thomas H. Sullivan
1010 N. Glebe Road, Suite 800
Arlington, VA 22201
803-236-1100

BY: _____

Guy M. Hicks
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300
Attorney for BellSouth

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and TeleCorp Communications, Inc.. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. 99-00127

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND TELECORP COMMUNICATIONS, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, TeleCorp Communications, Inc. ("TeleCorp") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, TeleCorp and BellSouth state the following:

1. TeleCorp and BellSouth have successfully negotiated an agreement for interconnection of their networks which was filed with the Tennessee Regulatory Authority ("TRA") on February 23, 1999. The Interconnection Agreement is currently pending before the TRA for approval.
2. The parties have recently negotiated an Amendment to the Agreement replacing Paragraph XV., More Favorable Provisions. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, TeleCorp and BellSouth are submitting their Amendment to the TRA for its consideration and approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and TeleCorp within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. TeleCorp and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

TeleCorp and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 10 day of MAY, 1999.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks

333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

TELECORP COMMUNICATIONS, INC.

By: 

Thomas H. Sullivan
1010 N. Glebe Road, Suite 800
Arlington, VA 22201
703-2361100

AMENDMENT

TO

THE INTERCONNECTION AGREEMENT BETWEEN
TELECORP COMMUNICATIONS, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 24, 1998

Pursuant to this Agreement (the "Amendment"), TeleCorp Communications, Inc., ("TeleCorp") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties", hereby agree to amend the Interconnection Agreement between the Parties dated November 24, 1998 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Paragraph XV. More Favorable Provisions is hereby deleted and the following language is simultaneously substituted in lieu thereof:

XV. More Favorable Provisions

A. The parties agree that if –

1. the FCC or the Commission finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules, or regulations, or

2. the FCC or the Commission preempts the effect of this Agreement, then in either case, upon such occurrence becoming final and no longer subject to administrative or judicial review, the parties shall immediately commence good faith negotiations to conform this Agreement to the requirements of any such decision, rule, regulation, or preemption. The revised agreement shall have the same effective date as the initial FCC or Commission action giving rise to such negotiations. The rates, terms, and conditions of any new agreement shall not be applied retroactively to any period prior to such effective date except to the extent that such retroactive effect is expressly required by such FCC or Commission decision, rule, regulation or preemption.

B. In the event that BellSouth, either before or after the Effective Date, enters into an agreement with any other telecommunications carrier (an "Other Interconnection Agreement") which provides for the provision with a state of any of the arrangements covered by this Agreement upon rates, terms or conditions that differ from the rates, terms and conditions for such arrangements set forth in this Agreement ("Other Terms"), then BellSouth shall be deemed thereby to have offered such arrangements to Carrier

upon such Other Terms in that state only, which Carrier may accept as provided in Part E of this Section. In the event that Carrier accepts such offer within sixty (60) days after the Commission, or FCC, as the case may be, approves such Other Interconnection Agreement pursuant to Section 252 of the Act, or within thirty (30) days after Carrier acquires actual knowledge of an Other Interconnection Agreement not requiring the approval of the Commission pursuant to Section 252 of the Act, as the case may be, such Other Terms shall be effective between BellSouth and Carrier as of the effective date of such Other Interconnection Agreement or the Effective Date of this Agreement, whichever is later. In the event that Carrier accepts such offer more than sixty (60) days after the Commission, or the FCC, as the case may be approves such Other Interconnection Agreement pursuant to Section 252 of the Act, or more than thirty (30) days after acquiring actual knowledge of an Other Interconnection Agreement not requiring the approval of the Commission pursuant to Section 252 of the Act, as the case may be, such Other Terms shall be effective between BellSouth and Carrier as of the date on which Carrier accepts such offer.

C. In the event that after the Effective Date the FCC or the Commission having jurisdiction enters an order (an "Interconnection Order") requiring BellSouth to provide within a particular state any of the arrangements covered by this Agreement upon Other Terms, then upon such Interconnection Order becoming final, no petitions for reconsideration pending, and the time for seeking reconsideration has expired, BellSouth shall be deemed to have offered such arrangements to Carrier upon such Other Terms, which Carrier may accept as provided in Part E of this Section. In the event that Carrier accepts such offer within sixty (60) days after the date on which such Interconnection Order becomes final, no petitions for reconsideration pending, and the time for seeking reconsideration has expired, such Other Terms shall be effective between BellSouth and Carrier as of the date on which Carrier accepts such offer. Provided, however, that if after judicial review, the rates set forth in such Other Terms and accepted by Carrier are revised, stayed or modified by an order of a judicial authority of competent jurisdiction (a "Judicial Modification"), then BellSouth or Carrier, as applicable, shall make a corrective payment to the other party equal to the difference between (a) the less of (1) the rates set forth herein, or (2) modified rates (if any) set forth in such Judicial Modification, plus simple interest determine in accordance with Section F below. The Parties' obligation to make such corrective payments as set forth in this Section shall survive for a period of three (3) years after the termination or expiration of this Agreement for any reason.

D. In the event that after the Effective Date BellSouth files and subsequently receives approval for one or more intrastate or interstate tariffs (each, an "Interconnection Tariff") offering to provide within a particular state any of the arrangements covered by this Agreement upon Other Terms, then upon such Interconnection Tariff becoming effective, BellSouth shall be deemed thereby to have offered such arrangements to Carrier upon such Other Terms in that state only, which Carrier may accept as provided in Part E of this Section. In the event that Carrier accepts such offer within sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms shall be effective between BellSouth and Carrier as of the effective date of such Interconnection Tariff of the Effective Date of this Agreement, whichever is later. In the

event that Carrier accepts such offer more than sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms shall be effective between BellSouth and Carrier as of the date on which Carrier accepts such offer.

E. In the event that BellSouth is deemed to have offered Carrier the arrangements covered by this Agreement upon Other Terms, Carrier in its sole discretion may accept such offer either –

1. by accepting such Other Terms in their entirety; or
2. by accepting the Other Terms that directly relate to any one or more of the following arrangements as described by lettered category:
 - a. local interconnection (including transport and termination),
 - b. interLATA and IntraLATA toll traffic interconnection,
 - c. unbundled access to network elements, which include:
local loops, network interface devices, switching capability, interoffice transmission facilities, signaling networks and call-related databases, operations support systems functions, operator services and directory assistance, and any elements that result from subsequent bona fide requests,
 - d. access to poles, ducts, conduits and rights-of-way,
 - e. access to 911/E911 emergency network,
 - f. collocation, or
 - g. access to telephone numbers.

The terms of this Agreement, other than those affected by the Other Terms accepted by Carrier, shall remain in full force and effect.

F. Corrective Payment. In the event that –

1. BellSouth and Carrier revise this Agreement pursuant to Part A of this Section, or
 2. Carrier accepts a deemed offer of Other Terms pursuant to Part E of this Section, then BellSouth or Carrier, as applicable, shall make a corrective payment to the other party to correct for the difference between (a) the rates set forth herein and (b) the rates in such revised agreement or Other Terms for the period from (x) the effective date of such revised agreement or Other Terms until (y) the later of the date that the parties execute such revised agreement or the parties implement such Other Terms, plus simple interest at a rate equal to the thirty (30) day commercial paper rate in effect from time to time for high-grade, unsecured notes sold through dealers by major corporations in multiples of \$1,000.00 as regularly published in *The Wall Street Journal*.
2. The Parties agree that all of the other provisions of the Interconnection Agreement shall remain in full force and effect.
3. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Tennessee Regulatory Authority or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

TELECORP COMMUNICATIONS, INC.

By: _____

DATE: _____

BELLSOUTH TELECOMMUNICATIONS, INC.

By: Charles Brown

DATE: 5/10/99



IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.



TELECORP COMMUNICATIONS, INC.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: Thomas H. Sullivan
President

By: _____

DATE: May 10, 1999

DATE: _____